



**Health Services**  
LOS ANGELES COUNTY

**Los Angeles County  
Board of Supervisors**

June 8, 2006

**Gloria Molina**  
First District

**Yvonne B. Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**Bruce A. Chernof, MD**  
Director and Chief Medical Officer

**John R. Cochran III**  
Chief Deputy Director

**William Loos, MD**  
Acting Senior Medical Officer

**APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. H-701561  
WITH EAST LOS ANGELES COLLEGE ON BEHALF OF THE LOS  
ANGELES COMMUNITY COLLEGE DISTRICT AND AMENDMENT  
NO. 2 TO AGREEMENT NO. H-700275 WITH EL CAMINO COLLEGE,  
WORKPLACE LEARNING RESOURCE CENTER  
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

[www.ladhs.org](http://www.ladhs.org)

*To improve health  
through leadership,  
service and education.*

1. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1, substantially similar to Exhibit I, to Agreement No. H-701561 with East Los Angeles College on behalf of the Los Angeles Community College District (East Los Angeles College) for health information (medical records) coding training services, to extend the Agreement, effective July 1, 2006 through June 30, 2007, with no increase to the maximum obligation.
2. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2, substantially similar to Exhibit II, to Agreement No. H-700275 with El Camino College, Workplace Learning Resource Center for post-licensure nursing education services, to extend the Agreement, effective July 1, 2006 through December 31, 2006, with a maximum obligation of \$75,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving these actions, the Board is extending these Agreements for health information (medical records) coding training services and post-licensure nursing education services to continue ongoing training programs for Department of Health Services' (DHS or Department) employees who are

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interested in becoming Medical Record Coders, and for nurses who would like additional training. The current Agreements expire on June 30, 2006.

#### Implementation of Strategic Plan Goals

Approval of the recommended actions will further the County's Strategic Plan of Service Excellence, Workforce Excellence, and Community Services.

#### FISCAL IMPACT/FINANCING:

For Amendment No. 1 to Agreement No. H-701561, there is no increase to the maximum obligation of \$694,488. For Amendment No. 2 to Agreement No. H-700275, the maximum obligation is \$75,000 for a revised total maximum obligation of \$374,324 for the entire term of the contract.

Program expenditures have been reflected in the Fiscal Year (FY) 2006-07 Proposed Budget. The State and County continue to discuss full implementation of the Health Care Workforce Development Program (HCWDP) in the amount of \$40 million, as agreed to under the 1115 Waiver Extension. To date, the Department has only received \$15.2 million of the \$26.6 million State funding commitment. On April 19, 2006, your Board sent a letter to the Governor requesting the remaining State funding of \$11.4 million. The Legislature is currently considering a State general fund contribution to cover the \$5.7 million payment anticipated in FY 2006-07. If the State does not allocate funds for the HCWDP in FY 2006-07, DHS will return to your Board with further recommendations regarding the HCWDP and these two Agreements.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since Fiscal Year 2003-04, the HCWDP has been sponsoring programs for DHS employees in partnership with local community colleges.

##### East Los Angeles College

On August 30, 2005, the Board approved an Agreement with East Los Angeles College to provide health information (medical records) coding training services effective upon Board approval through June 30, 2006. At that time, the Board also instructed the Director of Health Services (Director) to report back with an implementation plan to provide Medical Record Coder training at educational institutions in the South Los Angeles area.

On December 20, 2005, the Board approved an Agreement with Charles R. Drew University of Medicine and Science (Drew University) for medical record coding training services effective

date of Board approval through June 30, 2006, with a provision for two one-year automatic extensions through June 30, 2008. There are now two accredited college-level Medical Record Coder training programs in Los Angeles County.

The Amendment with East Los Angeles College will extend the Agreement by 12 months, effective July 1, 2006 through June 30, 2007, and continues the provision of two levels of medical record training: 1) "Beginning" for those without training in medical records coding, and 2) "Advance" for those who have successfully completed the Beginning/Basic training at East Los Angeles College. This ongoing training provides graduates an opportunity to fill vacancies in DHS facilities thereby reducing DHS' dependence on contract services. The commencement of classes was delayed because it took longer than expected to enroll sufficient students.

El Camino College, Workplace Learning Center

On September 25, 2001, the Board delegated authority to the Director to execute Agreements with maximum obligations up to \$300,000, with prior approval by County Counsel, to implement the HCWDP.

On April 29, 2004, under delegated authority, the Director executed an Agreement with El Camino College, Workplace Learning Resource Center, to provide various post-licensure nursing education services through June 30, 2005 with a maximum obligation of \$299,324. On July 1, 2005, Amendment No. 1 was executed to extend the Agreement through June 30, 2006 to continue the services with no increase to the maximum obligation.

Amendment No. 2 extends the Agreement through December 31, 2006 with a maximum obligation of \$75,000 to provide additional classes since there are more nursing employees than expected.

The HCWDP is responsible for the monitoring of both Agreements.

These Amendments include updated Board-mandated provisions.

County Counsel has approved the Amendments (Exhibits I and II) as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

On September 25, 2001, the Board of Supervisors delegated authority to the Director to execute HCWDP training contracts with maximum obligations up to \$300,000.

The Honorable Board of Supervisors  
June 8, 2006  
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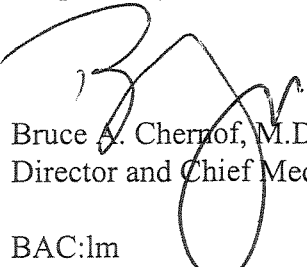
The Amendments with East Los Angeles College and El Camino College, Workplace Learning Resource Center, exceed the \$300,000 limit

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Training services for DHS employees will continue uninterrupted.

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:lm  
ELAandElCamino WDP.lm.wpd

Attachments (3)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENTS1. TYPE OF SERVICE:

Health information (medical records) coding training services and post-licensure nursing education services.

2. CONTRACTOR ADDRESSES AND CONTACT PERSONS:

East Los Angeles College on behalf of the Los Angeles Community College District  
1301 Avenida Cesar Chavez, Room E-140  
Monterey Park, CA 91754  
Robert Isomoto, Vice President, Administrative Services  
Telephone: (323) 265-8669  
Susan Fox, Director, Regional Contract Academy Training  
Telephone: (323) 265-8855

El Camino College, Workplace Learning Resource Center  
13430 Hawthorne Blvd.  
Hawthorne, CA 90250  
John Means, Dean  
Community Advancement Division  
Telephone: (310) 973-3163

3. TERM OF AMENDMENTS:

The term of Amendment No. 1 to Agreement No. H-701561 is July 1, 2006 through June 30, 2007. The term for Amendment No. 2 to Agreement No. H-700275 is July 1, 2006 through December 31, 2006.

4. FINANCIAL INFORMATION:

For Amendment No. 1 to Agreement No. H-701561, which began in August 30, 2005, there is no increase to the maximum obligation of \$694,488. For Amendment No. 2 to Agreement No. H-700275, the maximum obligation is \$75,000 for the July 1, 2006 through December 31, 2006 period for a revised total maximum obligation of \$374,324. Program expenditures have been reflected in the Fiscal Year 2006-07 Proposed Budget.

5. DESIGNATED ACCOUNTABLE FOR PROGRAM EVALUATION:

Health Care Workforce Development Program.

6. APPROVALS:

Health Care Workforce Development Program: Diane Factor, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Elizabeth J. Friedman, Sr. Deputy County Counsel

EXHIBIT I

Contract No. H-701561-1

HEALTH INFORMATION CODING TRAINING SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

EAST LOS ANGELES COLLEGE ON BEHALF  
OF LOS ANGELES COMMUNITY COLLEGE  
DISTRICT (hereafter "Contractor").

Business Address:

1301 Avenida Cesar Chavez  
Room E-140  
Monterey Park, CA 91754

WHEREAS, reference is made to that certain document  
entitled "HEALTH INFORMATION CODING TRAINING SERVICES  
AGREEMENT", dated August 30, 2005, further identified as County  
Agreement No. H-701561 (hereafter "Agreement" or "Contract"; and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend its term and to provide for the changes set  
forth herein; and

WHEREAS, Agreement provides that further changes to its  
terms may be made in the form of a written Amendment which is  
formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective July 1, 2006.

2. Agreement Paragraph 1.0, APPLICABLE DOCUMENTS, is revised to read as follows:

"1.0 APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Billing and Payment
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Employee's Acknowledgment of Employer
- 1.5 EXHIBIT E - Jury Service Program Application for Exemption and Certification Form

1.6 EXHIBIT F - Safely Surrendered Baby Law

1.7 EXHIBIT G - Charitable Contributions

Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.4 - Change Notices and Amendments and signed by both parties."

3. Agreement Paragraph 4.0, TERM OF CONTRACT, Subparagraph 4.1, is revised to read as follows:

"4.1 The term of this Contract shall be effective August 30, 2005 and remain in effect through June 30, 2007, unless sooner terminated, in whole or in part, as provided in this Contract."

4. Agreement Paragraph 5.0, CONTRACT SUM, Subparagraph 5.5, shall be added to read as follows:

"5.0. CONTRACT SUM

5.5 County may also reduce, suspend, and/or terminate this Agreement immediately upon the notification that State funds are



not available for this Agreement or for any portion thereof. Notice of such reduction or termination shall be given to Contractor in writing."

5. Agreement Subparagraph 8.1, ASSIGNMENT AND DELEGATION, is replaced in its entirety to read as follows:

"8.1 ASSIGNMENT AND DELEGATION:

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any

reason whatsoever without County's express prior written approval, shall be a material breach of the contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

6. Agreement Subparagraph 8.13, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, is replaced in its entirety to read as follows:

"8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT:

8.13.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires

information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

- 8.13.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively

reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.13.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The

Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.13.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny,

or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

8.13.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board



pursuant to the same procedures as for a debarment hearing.

8.13.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.10 These terms shall also apply to Subcontractors of County Contractors."

7. Agreement Subparagraph 8.50, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, is hereby added to read as follows:

"8.50 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act

requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

EAST LOS ANGELES COLLEGE ON BEHALF  
OF THE LOS ANGELES COMMUNITY COLLEGE  
DISTRICT

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
Senior Deputy County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AmendNo.1to701561  
06/08/06:LM

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title of Signer (please print)

Contract No. H-700275-2

POST-LICENSURE NURSING EDUCATION SERVICES AGREEMENT

Amendment No. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

EL CAMINO COLLEGE, WORKPLACE  
LEARNING RESOURCE CENTER  
(hereafter "Contractor").

Business Address:

13430 Hawthorne Boulevard  
Hawthorne, CA 90250

WHEREAS, reference is made to that certain document  
entitled "POST-LICENSURE NURSING EDUCATION SERVICES AGREEMENT",  
dated April 29, 2004, further identified as County Agreement  
No. H-200275, and any Amendments thereto (all hereafter  
"Agreement" or "Contract"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend its term and to provide for the changes set  
forth herein; and

WHEREAS, Agreement provides that further changes to its

terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective July 1, 2006.
2. Exhibit B-1 and Schedule 1a shall be added effective July 1, 2006.
3. Agreement Paragraph 1.0, APPLICABLE DOCUMENTS, is revised to read as follows:

"1.0 APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Billing and Payment
- 1.3 EXHIBIT C - Contractor's EEO Certification

- 1.4 EXHIBIT D - Employee's Acknowledgment of  
Employer
- 1.5 EXHIBIT E - Jury Service Program Application  
for Exemption and Certification Form
- 1.6 EXHIBIT F - Intentionally Omitted
- 1.7 EXHIBIT G - Child Support Compliance Program  
Certification
- 1.8 EXHIBIT H - Safely Surrendered Baby Law
- 1.9 EXHIBIT I - Charitable Contributions  
Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.4 - Change Notices and Amendments and signed by both parties."

4. Agreement Paragraph 4.0, TERM OF CONTRACT, Subparagraph 4.3, is added to read as follows:

"4.3 The term of this Contract shall be extended from July 1, 2006 through December 31, 2006,

unless sooner terminated, in whole or in part, as provided in this Contract."

5. Agreement Paragraph 5.0, CONTRACT SUM, Subparagraphs 5.1 and 5.4 are revised to read as follows:

"5.1 During the period of April 29, 2004 through June 30, 2006, the maximum obligation for all services hereunder is Two Hundred Ninety-Nine Thousand, Three Hundred Twenty-Four Dollars (\$299,324). During the period of July 1, 2006 through December 31, 2006, the maximum obligation for all services hereunder is Seventy-Five Thousand Dollars (\$75,000). Actual reimbursement to Contractor may be less, depending on the number of classes provided and billed in accordance with Exhibit B-1, Billing and Payment, attached hereto and incorporated herein by reference.

5.4 Invoices and Payments

5.4.1 The term for Exhibit B-1 is July 1, 2006 through December 31, 2006 and is attached hereto and incorporated herein by reference.

5.4.2 The Contractor shall invoice the County only for providing the tasks, deliverables,



goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.4.3 The Contractor's invoices shall be priced in accordance with Exhibit B-1 - Billing and Payment.

5.4.4 The Contractor's invoices shall contain the information set forth in Exhibit B-1 - Billing and Payment.

5.4.5 The Contractor shall submit invoices as described in Exhibit B-1 - Billing and Payment.

5.4.6 All invoices under this Contract shall be submitted to the following address:

Workforce Development Program

500 S. Virgil Avenue, Suite 200

Los Angeles, CA 90020

ATTN: Diane Factor

5.4.7 County Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld."

6. Agreement Paragraph 5.0, CONTRACT SUM, Subparagraph 5.5, shall be added to read as follows:

"5.0. CONTRACT SUM

5.5 County may also reduce, suspend, and/or terminate this Agreement immediately upon the notification that State funds are not available for this Agreement or for any portion thereof. Notice of such reduction or termination shall be given to Contractor in writing."

7. Agreement Subparagraph 8.1, ASSIGNMENT AND DELEGATION, is replaced in its entirety to read as follows:

"8.1 ASSIGNMENT AND DELEGATION:

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or

divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to

pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

8. Agreement Subparagraph 8.13, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, is replaced in its entirety to read as follows:

"8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT:

8.13.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract,

debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

- 8.13.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which

negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.13.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which

shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.13.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has



been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

8.13.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years;

and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation.

Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.13.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and

recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.10 These terms shall also apply to Subcontractors of County Contractors."

9. Agreement Paragraph 8.50, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, is hereby added to read as follows:

"8.50 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:  
The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable

contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

EL CAMINO COLLEGE, WORKPLACE  
LEARNING RESOURCE CENTER  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
Senior Deputy County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AmendNo.2to700275  
06/08/06:LM

EL CAMINO COLLEGE WORKPLACE LEARNING RESOURCE CENTER

POST-LICENSURE NURSING EDUCATION SERVICES

BILLING AND PAYMENT

July 1, 2006 through December 31, 2006

1.0 MAXIMUM OBLIGATION

County's maximum obligation for all services hereunder shall not exceed Seventy-Five Thousand Dollars (\$75,000). Actual reimbursement to Contractor may be less, depending on the number of courses provided hereunder and textbooks provided.

2.0 BUDGET

Contractor shall be reimbursed on a per-course basis as listed on the attached Schedule. Textbooks shall be invoiced to County according to the actual number of County employees enrolled in the course and shall be based on the actual cost to Contractor.

3.0 INVOICES

Contractor shall invoice County monthly in arrears by the 10<sup>th</sup> calendar day in the month following service; all invoices shall itemize the courses provided, including:

- dates of service,
- names of employees enrolled, and
- textbooks used, and their cost to Contractor.

All invoices shall include a Scheduling Form (Form A of Exhibit A) for each course invoiced to County, along with the attendance sheet for the course. Reimbursement to Contractor shall not be contingent upon attendance by County employees, as it is the responsibility of Director to select and schedule employees for services hereunder.

Invoices shall be submitted to:

Workforce Development program  
500 S. Vigil Ave., Suite 200  
Los Angeles, CA 90020  
Attn: Manager, Contract Development and  
Administration

#### 4.0 REIMBURSEMENT

If a dispute arises as to the completeness or accuracy of an invoice, the parties shall discuss the amounts in dispute; however, the Director of Health Services shall make all final determinations regarding the completeness or accuracy of Contractor's invoices. Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoice.

#### 5.0 INSTRUCTIONAL MATERIALS AND SUPPLIES

The costs of instructional materials and supplies have been included in Contractor's rate hereunder and shall not be invoiced to County. Textbooks shall be charged to County at Contractor's cost.

El Camino College, Workplace Learning Resource Center  
 POST-LICENSURE NURSE EDUCATION SERVICES  
 Schedule 1a  
 July 1, 2006 thru December 31, 2006

<u>Course Title*</u>	<u>RN/LVN</u>	<u>CEU</u>	<u>Apprx. Students per Course</u>	<u>Hours of Instruction</u>	<u>Cost per Course</u>
Adult Physical Assessment	RN	yes	23	24	\$3,840
Pediatric Physical Assessment	RN	yes	23	32	\$5,120
Neonatal Physical Assessment	RN	yes	23	24	\$3,840
Certification in Chemotherapy	RN	yes	23	18	\$2,880
EKG Interpretation (Basic Dysrhythmia) Pharmacology & Pharmacology Math Review	both	yes	23	24	\$3,840
Advanced Nursing Concepts for the Working LVN	both	yes	23	80	\$12,800
	LVN	yes	23	80	\$12,800

<u>Textbooks</u>	<u>Apprx Students per Course</u>	<u>Apprx Cost per Student</u>	<u>Apprx Cost per Course</u>
Adult Physical Assessment	23	\$40	\$920
Pediatric Physical Assessment	23	\$12	\$276
Neonatal Physical Assessment	23	\$40	\$920
Certification in Chemotherapy	23	\$120	\$2,760
EKG Interpretation (Basic Dysrhythmia) Pharmacology & Pharmacology Math Review	23	\$60	\$1,380
Advanced Nursing Concepts for the Working LVN	23	\$120	\$2,760
	23	\$120	\$2,760

\* May include courses not listed so long as County's maximum obligation is not exceeded.



**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title of Signer (please print)